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JASON WINKLER**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

JULIE B. VATUONE,  
Plaintiff,

vs.

KASEYA US LLC, a California Limited  
Liability Company; WIN PHAM, an Individual;  
JASON WINKLER, an Individual; and DOES  
1 through 100, inclusive,

Defendants.

Case No.: 2:23-CV-02087-KJM-KJN

**ORDER GRANTING STIPULATION FOR  
ENTRY OF PROTECTIVE ORDER  
REGARDING CONFIDENTIAL  
DOCUMENTS AND PROTECTIVE ORDER**

Plaintiff JULIE B. VATUONE and Defendants KASEYA US LLC, WIN PHAM, and JASON WINKLER, through their respective undersigned counsel, hereby stipulate for the purpose of jointly requesting that the honorable Court enter a protective order under Fed. R. Civ. P. 26(c) governing the use and handling of confidential information that may be produced in discovery and instituting a procedure for the rectification of any inadvertent production of privileged document, as follows:

## **1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulation and Order. The parties acknowledge that this Stipulation and Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled, under the applicable legal principles, to treatment as confidential. The parties further acknowledge, as set forth below, that this Stipulation and Order creates no entitlement to file confidential information under seal; Eastern District Local Rule 141 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal. Nothing in this Stipulation and Order shall be construed so as to require or mandate that any Party disclose or produce privileged information or records that could be designated as Confidential Documents/Protected Material hereunder.

## **2. DEFINITIONS**

**2.1 Party:** any party to this action, including all of its officers, directors, employees, consultants, retained experts, house counsel and outside counsel (and their support staff).

**2.2 Disclosure or Discovery Material:** all items or information, regardless of the medium or manner generated, stored or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or

generated in disclosures or responses to discovery by any Party in this matter.

**2.3 “Confidential” Information or Items:** information (regardless of the medium or how generated, stored, or maintained) or tangible things that qualify for protection under standards developed under Federal Rule of Civil Procedure 26(c) and/or applicable federal privileges. This material includes, but is not limited to, medical and psychotherapeutic records; as well as peace officer personnel records as defined by California Penal Code sections 832.8, 832.5, 832.7 and the associated case law; and other similar confidential records designated as such.

**2.4 Receiving Party:** a Party that receives Disclosure or Discovery Material from a Producing Party, including a Party that has noticed or subpoenaed and is taking a deposition or comparable testimony.

**2.5 Producing Party:** a Party or non-party that produces Disclosure or Discovery Material in this action, including a Party that is defending a deposition noticed or subpoenaed by another Party; additionally, for the limited purpose of designating testimony subject to this Stipulation and Order pursuant to section 6.2(b) (infra), a “Producing Party” shall also be construed to include a Party that is attending and/or participating in a non-party deposition noticed/subpoenaed by another Party.

**2.6 Designating Party:** a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

**2.7 Protected Material:** any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” under the provisions of this Stipulation and Protective Order. (The term “Confidential Document” shall be synonymous with the term “Protected Material” for the purposes of this Stipulation and Protective Order.)

**2.8 Outside Counsel:** attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action (as well as their support staffs).

**2.9 House Counsel:** attorneys who are employees of a Party (as well as their support staffs).

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1           **2.10 Counsel (without qualifier):** Outside Counsel and House Counsel (as well  
2 as their support staff).

3           **2.11 Expert:** a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
5 witness or as a consultant in this action and who is not a past or a current employee of a Party  
6 and who, at the time of retention, is not anticipated to become an employee of a Party or a  
7 competitor of a Party's; as well as any person retained, designated, or disclosed by a Party as  
8 an expert pursuant to Federal Rule of Civil Procedure 26(a)(2).

9           **2.12 Professional Vendors:** persons or entities that provide litigation support  
10 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
11 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
12 subcontractors.

### 13           **3. SCOPE**

14           The protections conferred by this Stipulation and Order cover not only Protected  
15 Material/Confidential Documents (as defined above), but also (1) any information copied or  
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
17 Protected Material; and (3) any testimony, conversations, or presentations by Parties or their  
18 Counsel that might reveal Protected Material.

19           However, the protections conferred by this Stipulation and Order do not cover the  
20 following information: (a) any information that is in the public domain at the time of disclosure to  
21 a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party  
22 as a result of publication not involving a violation of this Order, including becoming part of the  
23 public record through trial or otherwise; and (b) any information known to the Receiving Party  
24 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
25 obtained the information lawfully and under no obligation of confidentiality to the Designating  
26 Party. Any use of Protected Material at trial shall not be governed by this Order and may be  
27 governed by a separate agreement or order.

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#### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 5. DESIGNATING PROTECTED MATERIAL/CONFIDENTIAL DOCUMENTS

##### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or non-party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. A Designating Party must take care to designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routine designations are prohibited. Designations that are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process, or to impose unnecessary expenses and burdens on other parties), expose the Designating Party to sanctions.

If it comes to a Party's or a non-party's attention that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the mistaken designation.

##### 5.2 Manner and Timing of Designations.

Except as otherwise provided in this Order, or as otherwise stipulated or ordered, material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

**(a) for information in documentary form** (apart from transcripts of depositions or other pretrial or trial proceedings, and regardless of whether produced in hardcopy or electronic form), that the Producing Party affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion that it is “CONFIDENTIAL.” The placement of such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the substance of the page’s (or pages’) text or content.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

**(b) for testimony given in deposition or in other pretrial or trial proceedings**, that the Party or non-party offering or sponsoring the testimony identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of the testimony that qualify as “CONFIDENTIAL.” When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Producing Party may invoke on the record (before the deposition or proceeding is concluded) a right to have up to twenty (20) days to identify the specific portions of the testimony as “CONFIDENTIAL.” Only those portions of the testimony that are appropriately designated as

1 “CONFIDENTIAL” for protection within the 20 days shall be covered by the provisions of this  
2 Stipulation and Protective Order.

3 Transcript pages containing Protected Material must be separately bound by the court  
4 reporter, who must affix to each such page the legend “CONFIDENTIAL,” as instructed by the  
5 Producing Party.

6 **(c) for information produced in some form other than documentary, and**  
7 **for any other tangible items (including but not limited to information produced on disc or**  
8 **electronic data storage device),** that the Producing Party affix in a prominent place on the  
9 exterior of the container or containers in which the information or item is stored the legend  
10 “CONFIDENTIAL.” If only portions of the information or item warrant protection, the Producing  
11 Party, to the extent practicable, shall identify the protected portions, specifying the material as  
12 “CONFIDENTIAL.”

### 13 **5.3 Inadvertent Failures to Designate.**

14 If timely corrected (preferably, though not necessarily, within 30 days of  
15 production or disclosure of such material), an inadvertent failure to designate qualified  
16 information or items as “CONFIDENTIAL” does not, standing alone, waive the Designating  
17 Party’s right to secure protection under this Order for such material. If material is appropriately  
18 designated as “CONFIDENTIAL” after the material was initially produced, the Receiving Party,  
19 on timely notification of the designation, must make reasonable efforts to assure that the material  
20 is treated in accordance with this Order.

### 21 **5.4 Alteration of Confidentiality Stamp.**

22 A Receiving Party shall not alter, edit, or modify any Protected Material so  
23 as to conceal, obscure, or remove a “CONFIDENTIAL” stamp or legend thereon; nor shall a  
24 Receiving Party take any other action so as to make it appear that Protected Material is not  
25 subject to the terms and provisions of this Stipulation and Order. However, nothing in this section  
26 shall be construed so as to prevent a Receiving Party from challenging a confidentiality  
27 designation subject to the provisions of section 6, *infra*.

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## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

### 6.1 Timing of Challenges.

Any Party or Non-Party may challenge a designation of confidentiality at any time prior to the first day of trial of the matter. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

### 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

### 6.3 Judicial Intervention.

If the Parties cannot resolve a challenge without court intervention, the Challenging Party shall file and serve a motion to remove confidentiality under Eastern District Local Rule 230 and 251 (and in compliance with Eastern District Local Rules 141 and 141.1, if applicable) within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, or by the first day of trial of this matter, whichever date is earlier, unless



the parties agree in writing to a longer time. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party, regardless of whether the Designating Party is the moving party or whether such Party sought or opposes judicial intervention. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to oppose a motion to remove confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

#### **6.4 Withdrawal of "CONFIDENTIAL" Designation.**

At its discretion, a Designating Party may remove Protected Material/Confidential Documents from some or all of the protections and provisions of this Stipulation and Order at any time by any of the following methods:

**(a) Express Written Withdrawal.** A Designating Party may withdraw a "CONFIDENTIAL" designation made to any specified Protected Material/Confidential Documents from some or all of the protections of this Stipulation and Order by an express withdrawal in a writing signed by such Party (or such Party's Counsel, but not including staff of such Counsel) that specifies and itemizes the Disclosure or Discovery Material previously designated as Protected Material/Confidential Documents that shall no longer be subject to all or some of the provisions of this Stipulation and Order. Such express withdrawal shall be effective when transmitted or served upon the Receiving Party. If a Designating Party is

1 withdrawing Protected Material from only some of the provisions/protections of this Stipulation  
 2 and Order, such Party must state which specific provisions are no longer to be enforced as to  
 3 the specified material for which confidentiality protection hereunder is withdrawn: otherwise,  
 4 such withdrawal shall be construed as a withdrawal of such material from all of the  
 5 protections/provisions of this Stipulation and Order;

6 **(b) Express Withdrawal on the Record.** A Designating Party may  
 7 withdraw a “CONFIDENTIAL” designation made to any specified Protected Material/Confidential  
 8 Documents from all of the provisions/protections of this Stipulation and Order by verbally  
 9 consenting in court proceedings on the record to such withdrawal – provided that such  
 10 withdrawal specifies the Disclosure or Discovery Material previously designated as Protected  
 11 Material/Confidential Documents that shall no longer be subject to any of the provisions of this  
 12 Stipulation and Order. A Designating Party is not permitted to withdraw Protected Material from  
 13 only some of the protections/provisions of this Stipulation and Order by this method;

14 **(c) Implicit Withdrawal by Publication or Failure to Oppose Challenge.**  
 15 A Designating Party shall be construed to have withdrawn a “CONFIDENTIAL” designation  
 16 made to any specified Protected Material/Confidential Documents from all of the  
 17 provisions/protections of this Stipulation and Order by either (1) making such Protected  
 18 Material/Confidential Records part of the public record – including but not limited to attaching  
 19 such as exhibits to any filing with the court without moving, prior to such filing, for the court to  
 20 seal such records; or (2) failing to timely oppose a Challenging Party’s motion to remove a  
 21 “CONFIDENTIAL” designation to specified Protected Material/Confidential Documents. Nothing  
 22 in this Stipulation and Order shall be construed so as to require any Party to file Protected  
 23 Material/Confidential Documents under seal, unless expressly specified herein.

## 24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

### 25 **7.1 Basic Principles.**

26 A Receiving Party may use Protected Material that is disclosed or produced  
 27 by another Party or by a non-party in connection with this case only for preparing, prosecuting,  
 28 defending, or attempting to settle this litigation – up to and including final disposition of the above-

entitled action – and not for any other purpose, including any other litigation or dispute outside the scope of this action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulation and Order. When the above entitled litigation has been terminated, a Receiving Party must comply with the provisions of section 12, below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulation and Order.

## **7.2 Disclosure of “CONFIDENTIAL” Information or Items.**

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) the Receiving Party’s Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected Material, agree to be bound by this Stipulation and Order;

(c) Experts (as defined in this Stipulation and Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected Material, agree to be bound by this Stipulation and Order;

(d) the Court and its personnel;

(e) court reporters, their staffs, and Professional Vendors to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected Material, agree to be bound by this Stipulation and Order;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary – each of whom, by accepting receipt of such Protected Material, agree to be bound by this Stipulation and Order. Pages of transcribed deposition testimony or exhibits

1 to depositions that reveal Protected Material must be separately bound by the court reporter and  
2 may not be disclosed to anyone except as permitted under this Stipulation for Protective Order.

3 (g) the author or custodian of a document containing the information that  
4 constitutes Protected Material, or other person who otherwise possessed or knew the  
5 information.

6 **7.3 Notice of Confidentiality.**

7 Prior to producing or disclosing Protected Material/Confidential Documents  
8 to persons to whom this Stipulation and Order permits disclosure or production (see section 7.2,  
9 *supra*), a Receiving Party shall provide a copy of this Stipulation and Order to such persons so  
10 as to put such persons on notice as to the restrictions imposed upon them herein: except that,  
11 for court reporters, Professional Vendors, and for witnesses being provided with Protected  
12 Material during a deposition, it shall be sufficient notice for Counsel for the Receiving Party to  
13 give the witness a verbal admonition (on the record, for witnesses) regarding the provisions of  
14 this Stipulation and Order and such provisions' applicability to specified Protected Material at  
15 issue.

16 **7.4 Reservation of Rights.**

17 Nothing in this Stipulation and Order shall be construed so as to require any  
18 Producing Party to designate any records or materials as "CONFIDENTIAL." Nothing in this  
19 Stipulation and Order shall be construed so as to prevent the admission of Protected Material  
20 into evidence at the trial of this action, or in any appellate proceedings for this action, solely on  
21 the basis that such Disclosure or Discovery Material has been designated as Protected  
22 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this Stipulation and  
23 Order shall be construed as a waiver of any privileges or of any rights to object to the use or  
24 admission into evidence of any Protected Material in any proceeding; nor shall anything herein  
25 be construed as a concession that any privileges asserted or objections made are valid or  
26 applicable. Nothing in this Stipulation and Order shall be construed so as to prevent the  
27 Producing Party (or its Counsel or custodian of records) from having access to and using  
28 Protected Material designated by that Party in the manner in which such persons or entities

1 would typically use such materials in the normal course of their duties or profession – except  
2 that the waiver of confidentiality provisions shall apply (see section 6.4(c), *supra*).

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
4 **LITIGATION**

5 If a Party is served with a subpoena or a court order issued in other litigation that  
6 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”  
7 that Party must:

8 (a) promptly notify in writing the Designating Party, preferably (though not necessarily)  
9 by facsimile or electronic mail. Such notification shall include a copy of the subpoena or court  
10 order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
12 the other litigation that some or all of the material covered by the subpoena or order is subject  
13 to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
14 and,

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by all  
16 sides in any such situation, while adhering to the terms of this order.

17 If the Designating Party timely seeks a protective order, the Party served with the  
18 subpoena or court order shall not produce any information designated in this action as  
19 “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued,  
20 unless the Party has obtained the Designating Party’s permission. The Designating Party shall  
21 bear the burden and expense of seeking protection in that court of its confidential material – and  
22 nothing in these provisions should be construed as authorizing or encouraging a Receiving Party  
23 in this action to disobey a lawful directive from another court.

24 The purpose of this section is to ensure that the affected Party has a meaningful  
25 opportunity to preserve its confidentiality interests in the court from which the subpoena or court  
26 order issued.

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**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Stipulation and Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Stipulation and Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a NonParty;

(2) promptly provide the Non-Party with a copy of the Stipulation and Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and,

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

**10.1 Unauthorized Disclosure of Protected Material.**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this

1 Stipulation and Order, the Receiving Party must immediately (a) notify in writing the Designating  
2 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the  
3 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
4 made of all the terms of this Order, and (d) request such person or persons consent to be bound  
5 by the Stipulation and Order.

6 **10.2 Inadvertent Production of Privileged or Otherwise Protected Material.**

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection, the  
9 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
10 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in  
11 an e-discovery order that provides for production without prior privilege review. Pursuant to  
12 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect  
13 of disclosure of a communication or information covered by the attorney-client privilege or work  
14 product protection, the parties may incorporate their agreement in the stipulated protective order  
15 submitted to the court.

16 **11. PUBLICATION OF PROTECTED MATERIAL**

17 **11.1 Filing of Protected Material.**

18 Without advance written permission from the Designating Party, or a court  
19 order secured after appropriate notice to all interested persons, a Receiving Party may not file  
20 in the public record in this action any Protected Material. A Party that seeks to file under seal  
21 any Protected Material must comply with Eastern District Local Rule 141 and/or 141.1, to the  
22 extent applicable.

23 **11.2 Public Dissemination of Protected Material.**

24 A Receiving Party shall not publish, release, post, or disseminate Protected  
25 Material to any persons except those specifically delineated and authorized by this Stipulation  
26 and Order (see section 8, supra); nor shall a Receiving Party publish, release, leak, post, or  
27 disseminate Protected Material/Confidential Documents to any news media, member of the  
28 press, website, or public forum (except as permitted under section 11.1 regarding filings with the



1 court in this action and under seal).

2 **12. FINAL DISPOSITION**

3 Unless otherwise ordered or agreed in writing by the Producing Party, within thirty (30)  
4 days after the final termination of this action -- defined as the dismissal or entry of judgment by  
5 the above named court, or if an appeal is filed, the disposition of the appeal -- upon written  
6 request by the Producing Party, each Receiving Party must return all Protected Material to the  
7 Producing Party -- whether retained by the Receiving Party or its Counsel, Experts, Professional  
8 Vendors, or any non-party to whom the Receiving Party produced or shared such records or  
9 information. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
10 compilations, summaries or any other form of reproducing or capturing any of the Protected  
11 Material, regardless of the medium (hardcopy, electronic, or otherwise) in which such Protected  
12 Material is stored or retained. In the alternative, at the discretion of the Receiving Party, the  
13 Receiving Party may destroy some or all of the Protected Material instead of returning it -- unless  
14 such Protected Material is an original, in which case, the Receiving Party must obtain the  
15 Producing Party's written consent before destroying such original Protected Material. Whether  
16 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
17 certification to the Producing Party (and, if not the same person or entity, to the Designating  
18 Party) within thirty (30) days of the aforementioned written request by the Designating Party that  
19 specifically identifies (by category, where appropriate) all the Protected Material that was  
20 returned or destroyed and that affirms that the Receiving Party has not retained any copies,  
21 abstracts, compilations, summaries or other forms of reproducing or capturing any of the  
22 Protected material (in any medium, including but not limited to any hardcopy, electronic or digital  
23 copy, or otherwise). Notwithstanding this provision, Counsel are entitled to retain an archival  
24 copy of all pleadings, motion papers, transcripts, legal memoranda filed with the court in this  
25 action, as well as any correspondence or attorney work product prepared by Counsel for the  
26 Receiving Party, even if such materials contain Protected Material; however, any such archival  
27 copies that contain or constitute Protected Material remain subject to this Protective Order as  
28 set forth in Section 4 (DURATION), above. This court shall retain jurisdiction in the event that a



Designating Party elects to seek court sanctions for violation of this section.

**13. MISCELLANEOUS**

**13.1 Right to Further Relief.**

Nothing in this Stipulation and Order abridges the right of any person to seek its modification by the Court in the future.

**13.2 Right to Assert Other Objections.**

By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulation and Order. Similarly, no Party waives any right to object on any ground to use in evidence any of the material covered by this Protective Order.

**13.3** This Stipulation may be signed in counterpart and a facsimile or electronic signature shall be as valid as an original signature.

**IT IS SO STIPULATED.**

Respectfully Submitted,

**EAGLETON|POTTIER, P.C.**

Dated: February 8, 2024

/s/ - Stephanie N. Pottier

**STEPHANIE N. POTTIER,**  
Attorneys for Plaintiff JULIE B. VATUONE

**LITTLER MENDELSON, P.C.**

Dated: February 8, 2024

/s/ - Willie J. Mincey (as authorized on 2/8/24)

**WILLIE J. MINCEY,**  
Attorneys for Defendants KASEYA US LLC, WIN  
PHAM, AND JASON WINKLER

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**ORDER**

The court has reviewed the parties' stipulated protective order. (See ECF No. 10). The stipulation comports with the relevant authorities and the court's applicable local rule. See L.R. 141.1. The court APPROVES the protective order, subject to the following clarification. The Local Rules state that once an action is closed, "unless otherwise ordered, the court will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see also, e.g., MD Helicopters, Inc. v. Aerometals, Inc., 2017 WL 495778 (E.D. Cal., Feb. 03, 2017) (noting that courts in the district generally do not agree to retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the court will not retain jurisdiction over this protective order once the case is closed.

Dated: February 23, 2024



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CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE

vat. 2087